NEW LIFE CHURCH OF CENTRAL MICHIGAN
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CHURCH BY-LAWS

(MARCH 5, 2016)

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***B*Y-*L*AWS**
of
NEW LIFE CHURCH OF CENTRAL MICHIGAN
MT. PLEASANT, MICHIGAN

We, the Board of *New Life Church of Central Michigan, Mt. Pleasant*, Michigan, having searched the Word of God and sought the guidance of the Holy Spirit, and acting in accordance with the requirements of the Michigan Nonprofit Corporation Act of 1982, do adopt the following By-Laws as the Church's amended articles of governance effective as of March 5, 2016.

1. – NAME, ORGANIZATION, AND AFFILIATION

Name. The name of the Church is *New Life Church of Central Michigan***.**

1.1. ***Organization.***

1.2.1 Basis of Organization. The Church was organized under the Michigan Nonprofit Corporation Act of 1982.

1.3 ***Affiliation.*** The Church is affiliated with Converge MidAmerica and Converge Worldwide.

2. - STATEMENT OF PURPOSE

Purpose. The purpose of the Church is to be a religious entity in accord with the Michigan Nonprofit Corporation Act of 1982 (the "Act") and § 501(c)(3) of the United States Internal Revenue Code of 1986 (the "Code"), or the corresponding provisions of any future Michigan Nonprofit not-for-profit corporation law or United States internal revenue law. More specifically, *The purpose of this church body shall be to provide regular opportunities for public worship; to sustain the ordinances, doctrines, and ethics set forth in the Scriptures for the church of our Lord Jesus Christ; to teach and train its members; to support with its offerings all phases of the Lord's work; and to promote the evangelizing of the unsaved at home and abroad.*

3. – STATEMENT OF FAITH

The Word of God. We believe that the Bible is the Word of God, fully inspired and without error in the original manuscripts, written under the inspiration of the Holy Spirit, and that it has supreme authority in all matters of faith and conduct.

The Trinity. We believe that there is one living and true God, eternally existing in three persons, that these are equal in every divine perfection, and that they execute distinct but harmonious offices in the work of creation, providence and redemption.

God the Father. We believe in God, the Father, an infinite, personal spirit, perfect in holiness, wisdom, power and love. We believe that He concerns Himself mercifully in the affairs of each person, that He hears and answers prayer, and that He saves from sin and death all who come to Him through Jesus Christ.

Jesus Christ. We believe in Jesus Christ, God's only begotten Son, conceived by the Holy Spirit. We believe in His virgin birth, sinless life, miracles and teachings. We believe in His substitutionary atoning death, bodily resurrection, ascension into heaven, perpetual intercession for His people, and personal visible return to earth.

The Holy Spirit. We believe in the Holy Spirit who came forth from the Father and Son to convict the world of sin, righteousness, and judgment, and to regenerate, sanctify, and empower all who believe in Jesus Christ. We believe that the Holy Spirit indwells every believer in Christ, and that He is an abiding helper, teacher and guide.

Regeneration. We believe that all people are sinners by nature and by choice and are, therefore, under condemnation. We believe that those who repent of their sins and trust in Jesus Christ as Savior are regenerated (born again) by the Holy Spirit.

The Ordinances. We believe that the Lord Jesus Christ has committed two ordinances to the local Church: baptism and the Lord's Supper. We believe that Christian baptism is the immersion of a believer in water into the name of the triune God. We believe that the Lord's Supper was instituted by Christ for commemoration of His death and resurrection. We believe that these two ordinances should be observed and administered until the return of Jesus Christ.

The Church. We believe in the *universal* Church, a living spiritual body of which Christ is the head and all regenerated persons are members. We believe in the *local* Church, consisting of a company of believers in Jesus Christ, baptized on a credible profession of faith, and associated for worship, work, and fellowship. We believe that God has laid upon the members of the local Church the primary task of giving the gospel of Jesus Christ to a lost world.

Christian Conduct. We believe that Christians should live for the glory of God and the well-being of others; that their conduct should be blameless before the world; that they should be faithful stewards of their possessions; and that they should seek to realize for themselves and others the full stature of maturity in Christ.

3.1. ***Christian Marriage.*** We believe that Christian marriage is a sacred institution ordained by God for the wellbeing of mankind and the propagation of the human race. It is the spiritual and physical union of one man and one woman according to Scripture.

3.11 ***Religious Liberty.*** We believe that every human being has direct relations with God, and is responsible to God alone in all matters of faith; that each Church is independent and m must be free from interference by any ecclesiastical or political authority; that, therefore, church and state must be kept separate as having different functions, each fulfilling its duty free from dictation or patronage of the other.

3.12 ***Church Cooperation.*** We believe that local Churches can best promote the cause of Jesus Christ by cooperating with one another in an association of churches. Such an or organization (whether it is Converge Worldwide or one of its regional districts) exists and functions by the will of the Churches. Cooperation in this association is voluntary and may be terminated at any time. Churches may likewise cooperate with interdenominational fellowships on a voluntary independent basis.

The Last Things. We believe in the personal and visible return of the Lord Jesus Christ to earth and the establishment of His Kingdom. We believe in the resurrection of the body the final judgment, the eternal felicity of the righteous, and the endless suffering of the wicked.

4. – LIMITATIONS ON CORPORATE AUTHORITY

Distributions to Exempt Organizations. The Church, being organized exclusively for religious purposes and may make distributions to organizations that qualify as exempt organizations under § 501(c)(3) of the Code.

No Distributions to Private Persons. No part of the net earnings of the Church shall inure to the benefit of, or be distributable to, its Members, Elders, Deacons, Assistant Deacons, Staff, or any other private person, except that the Church shall be authorized and empowered to pay reasonable compensation for services rendered, to express acts of mercy under the direction of church leadership, and to make payments and distributions in furtherance of the purposes set forth in Article Two.

Prohibited Activities. Notwithstanding any other provisions of these By-Laws, the Church shall not carry on any activities not permitted to be carried on by: (a) a corporate entity exempt from federal income tax under § 501(c)(3) of the Code; or (b) a corporate entity, contributions to which are deductible under § 170(c)(2) of the Code.

5. – MEMBERS

Existence of Members. The Church at all times shall have Members, and the responsibilities and privileges of the Members shall be as set forth in this Article 5.

Responsibilities of Members (Membership Covenant). The Members agree and covenant among themselves and to each other as follows:

- **To submit to the authority of the Scriptures as the final arbiter on all issues.**
- **To pursue a growing relationship with the Lord Jesus Christ through regular Bible reading, prayer, fellowship and practice of spiritual disciplines.**
- **To follow the command and example of Jesus by participating in the ordinances of the Church:**
    - **by being baptized after conversion.**
    - **by remembering and celebrating the atonement and resurrection of Jesus Christ through communion services.**
- **To regularly participate in the life of New Life Church by attending weekly services and supporting scheduled church activities whenever possible.**
- **To serve the body of Christ and *as the body of Christ*, embody and share the love of Christ with our unsaved community.**
- **To cheerfully and voluntarily practice Biblical stewardship of all resources, including time, talents, spiritual gifts, and finances.**
- **To walk in holiness in all areas of life as an act of worship; to strive to put unbiblical attitudes and actions to death while encouraging love and good deeds through the prompting and empowering of the Holy Spirit.**
- **To submit to the corrective work of God by:**
    - **following the biblical procedures for church discipline with the hope of bringing about repentance and restoration.**
    - **receiving righteous and loving admonishment when approached biblically by fellow believers.**
- **To confess my sins to God and when necessary, to other believers.**
- **To submit to the Elders and other appointed leaders of the church and diligently strive for unity.**
- **To do the following should I be led to leave the church:**
    - **notify an appropriate staff member.**
    - **seek another church and strive to carry out biblical responsibilities as a believer.**

Privileges of Members. The following privileges shall belong exclusively to the Members of the Church:

5.3.1 Amendment of the By-Laws. The Members shall have the exclusive power to amend these By-Laws. Any amendment of these By-Laws shall require a Super-Majority Vote.

5.3.2 Relationship with a Senior Pastor. The Members shall have the exclusive power to hire a Senior Pastor. The Members also shall have the exclusive power to dissolve the pastoral relationship between the Church and the Senior Pastor, unless such dissolution results from a resignation submitted by the Senior Pastor. Any such action shall require a Super-Majority Vote.

5.3.3 Financial Matters. The Members shall have the exclusive power to adopt or to amend an annual operating budget for the Church, to authorize any non-budgeted expenditure or series of related non-budgeted expenditures that exceed ten (10) percent of the annual operating budget for the Church, and to authorize the placing of a mortgage or other encumbrance upon any real property owned by the Church. Any such action shall require a Majority Vote. The Members also shall have the exclusive power to authorize the purchase, sale, or conveyance of any real property, or any interest therein. Any such action shall require a Super-Majority Vote.

5.3.4 Nomination, Affirmation, and Removal of Elders. The Members, pursuant to procedures that the Elders from time-to-time may adopt, shall have the exclusive power to nominate persons to be Elders. Upon affirmative vote of the Elders to appoint a person as an Elder, the Members shall have the exclusive power to affirm the appointment. Any affirmation of the appointment of a person as an Elder shall be conducted by closed ballot and shall require a Majority Vote. No person shall become an Elder until the appointment of such person as an Elder is affirmed by Majority Vote of the Members conducted by closed ballot. In addition, upon affirmative vote of the Elders to remove, temporarily, a person from the position of Elder, the Members shall have the exclusive power to affirm the removal. Any affirmation of a removal of an Elder shall require a Majority Vote. No person shall be removed as an Elder unless the removal is affirmed by Majority Vote of the Members.

5.3.5 Mergers and Affiliations. The Members shall have the exclusive power to authorize a merger with any other Church. The Members also shall have the exclusive power to authorize the affiliation or disaffiliation of the Church with any other organization, including a religious denomination. Any such authorization shall require a Super-Majority Vote.

5.3.6 Dissolution. The Members shall have the exclusive power to dissolve the Church. Any dissolution of the Church shall require a Super-Majority Vote.

5.3.7 Non-Agreement of Elders. The Members shall have the exclusive power to decide any matter that the Elders, by affirmative vote, are not able to decide. Any such decision shall require a Majority Vote.

Eligibility Criteria for Members. To be eligible to be a Member, a person shall meet the following criteria:

5.4.1 Confession of Faith. The person shall be a follower of Jesus Christ, and shall have made a credible public confession of faith in Jesus Christ.

5.4.2 Baptism. The person shall have been baptized by immersion.

5.4.3 Doctrinal Agreement. The person shall have read and expressed agreement with the Church's Statement of Purpose and Statement of Faith, as set forth in these By-Laws.

5.4.4 Membership Covenant Agreement. The person shall have read and expressed agreement with the Church's Membership Covenant, as set forth in these By-Laws.

5.4.5 Training and Education. The person shall have completed such training and/or education, if any, as the Elders from time-to-time may establish for admission into membership.

5.1. ***Admission of Members.***

5.5.1 Senior Pastor and Associate Pastors. Each of the Senior Pastor and the Associate Pastors shall be a Member of the Church. Each such person shall become a member of the Church upon the effective date of the pastoral relationship between the person and the Church, without any additional vote or action being required with respect to membership. Each such person shall cease to be a Member of the Church upon the effective date of the dissolution of the pastoral relationship between the person and the Church, without any additional vote or action being necessary or required with respect to membership.

5.5.2 Other Persons. If a person other than a Senior Pastor or an Associate Pastor meets the eligibility criteria and requests admittance into membership, then the Elders, by affirmative vote following procedures that they may adopt, may admit the person into membership. The admission of the person into membership shall be effective at the time of the affirmative vote of the Elders.

5.2. Termination of Membership.

5.6.1 Resignation. If a Member submits to the Church a written resignation of membership, then the Member's membership shall terminate. Such termination of membership shall be effective at the time the Church receives the written resignation of membership.

5.6.2 Request for Transfer of Membership. If a Member submits to the Church a written request for a transfer of the Member's membership to another church, then the Member's membership shall terminate, whether or not the request for transfer of membership is granted. Such termination of membership shall be effective at the time the Church receives the written request for the transfer of membership.

5.6.3 Failure to Read and Express Agreement with the Church's Membership Covenant. If a Member fails to read and to express agreement with the Church's Membership Covenant, as from time-to-time may be requested by the Elders, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Member's membership. Such termination of membership shall be effective at the time of the affirmative vote of the Elders.

5.6.4 Obtaining Membership or Becoming Associated with Another Church. If a Member becomes a member of, or associates himself or herself with another church, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Member's membership. Such termination of membership shall be effective at the time of the affirmative vote of the Elders.

5.6.5 Failing to Participate in the Life of the Church. If a Member fails to participate in the spiritual life of the Church for a period of time greater than twelve (12) months, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Member's membership. Such termination of membership shall be effective at the time of the affirmative vote of the Elders.

5.6.6 Spiritual Discipline. If a Member has committed, or is committing, sin that is contrary to Biblical teaching and remains in an unrepentant state after reasonable efforts have been made by the Elders to confront the sin, to bring reconciliation, and to restore fellowship, then the Elders, by affirmative vote following procedures that they may adopt, may terminate the Member's membership. Such termination of membership shall be effective at the time of the affirmative vote of the Elders.

5.3. ***Meetings of Members.***

5.7.1 Worship Meetings. The Elders shall assure that a weekly worship service be held as well as determine the time and location of such weekly services.

5.7.2 Business Meetings.

5.7.2.1 Types of Business Meetings.

5.7.2.1.1 Annual Business Meeting. The Elders shall assure that an Annual Business Meeting of the Members to be held once each fiscal year. The Annual Business Meeting is to be held during the month of January. The Elders, by affirmative vote and subject to the requirements of this

Article 5, shall determine the place, the date, and the time for such meeting. The Elders shall establish the agenda for the meeting. Such agenda shall include the following matters: (a) the approval of an operating budget for the Church for the new following fiscal year; (b) the affirmation of any new Elder(s) whose term(s) shall commence upon the end of the meeting; and (c) any matter that the Elders, by affirmative vote, determine to include in the agenda. Only the Elders shall have the power to establish agenda items for the meeting.

5.7.2.1.2 Special Business Meeting. The Elders, by affirmative vote, may cause a Special Business Meeting of the Members to be held. The Elders, by affirmative vote and subject to the requirements of this Article 5, shall determine the place, the date, and the time for such meeting. The Elders, by affirmative vote, shall establish the agenda for the meeting. Only the Elders shall have the power to establish agenda items for the meeting.

5.7.2.1.3 Location of Business Meetings. All business meetings shall take place in *Isabella County*, Michigan.

5.7.2.3 Notice of Business Meetings. The Elders shall give notice to the Members of the place, the date, the time, and the purpose of a business meeting by one or both of the following methods: (a) by a written letter, delivered via first class mail to the last known address of each Member, no fewer than fourteen (14) calendar days before the date of the meeting; or (b) by a written announcement, delivered at a weekly worship service held no fewer than fourteen (14) calendar days before the date of the meeting.

5.7.2.4 Quorum at Business Meetings. The Elders may conduct a business meeting if fifty (50) percent or more of the Members of the Church are present at the meeting. The Elders may not conduct a business meeting if fewer than fifty (50) percent of the Members of the Church are present at the meeting.

5.7.2.5 Moderator of Business Meetings. The moderator for business meetings shall be selected by the Elders from among the Elders by affirmative vote prior to or at the time of the meeting.

5.7.2.6 Voting at Business Meetings. Only Members may vote at a business meeting. All voting at a business meeting shall be either by Majority Vote or by Super-Majority Vote, as provided for in this Article 5. A Majority Vote shall require an affirmative vote of more than fifty (50) percent of the Members present at the business meeting. A Super-Majority Vote shall require an affirmative vote of sixty-six (66) percent or more of the Members present at the business meeting. Proxy and/or absentee voting is permitted if received in writing to an Elder.

6. – ELDERS

Existence of Elders. The Church at all times shall have Elders, and the responsibilities and privileges of the Elders shall be as set forth in this Article 6. Each Elder shall be considered a Director of the Church.

Responsibilities of Elders. The Elders shall serve the Members. The Elders shall oversee the ministries and resources of the Church. The Elders shall devote their time to prayer, the ministry of the Word (by teaching and encouraging sound doctrine), and the guiding of the activities of the Members and the Church.

Privileges of Elders. All powers necessary to direct and manage the affairs of the Church not granted by these By-Laws to the Members shall belong to the Elders.

Eligibility Criteria for Elders. To be eligible to be an Elder, a person must be a Member of the church and must meet the standards for being an Elder set forth in the New Testament, including the standards set forth in I Timothy 3:1-7, Titus 1:6-9, and I Peter 5:2-3. An Elder may not be a Deacon.

Number of Elders. The Church shall have a minimum of three (3) Elders.

6.1. ***Appointment of Elders.***

6.6.1 Senior Pastor. A Senior Pastor shall be an Elder during the term of the pastoral relationship between the Church and the Senior Pastor, without any additional vote or action being necessary or required.

6.6.2 Other Persons. If a person other than a Senior Pastor meets the eligibility criteria for becoming an Elder, then the person shall become an Elder if: (a) pursuant to procedures that the Elders may adopt, one or more of the Members nominates such person to be an Elder; (b) the Elders, by affirmative vote following procedures that they may adopt, appoint such person to be an Elder; and (c) the Members, by affirmative vote conducted by closed ballot, affirm the appointment of such person as an Elder. Each person selected to be an Elder shall be voted upon by the Elders, and affirmed by the Members, individually.

6.2. ***Meetings of Elders.***

6.7.1 Prayer Meetings. The Elders shall meet on a regular basis to pray for the Church and its Members.

6.7.2 Business Meetings.

6.7.2.1 Holding of Business Meetings. The Elders shall conduct a business meeting as soon as reasonably practical after the Annual Business Meeting of the

Members, and, at such meeting, the Elders shall, if necessary, appoint any Deacon(s) whose term(s) shall commence following the Annual Business Meeting of the Members. The Elders shall conduct other business meetings as necessary to oversee the ministries and resources of the Church. Any Elder shall have the power to call a business meeting of the Elders.

6.7.2.2 Location of Business Meetings. All business meetings of the Elders shall take place in *Isabella County*, Michigan. The Elders may waive this location provision if, prior to or at the time of the meeting, the Elders, by unanimous affirmative vote of all of the Elders, regardless of attendance at the meeting, agree to some other location.

6.7.2.3 Notice of Business Meetings. An Elder calling a business meeting of the Elders shall give actual notice of the place, the date, the time, and the purpose of the meeting to all other Elders. The notice shall be given no fewer than seven (7) calendar days before the date of the meeting. The Elders may waive this notice provision for a meeting if, prior to or at the time of the meeting, the Elders, by unanimous affirmative vote of all of the Elders, regardless of attendance at the meeting, determine to waive the notice provision.

6.7.2.4 Quorum at Business Meetings. The Elders may conduct a business meeting of the Elders if more than fifty (50) percent of the Elders are present at the meeting. The Elders may not conduct a business meeting of the Elders if fifty percent (50) or fewer of the Elders are present at the meeting.

6.7.2.5 Moderator of Business Meetings. The Chair of the Elders shall moderate a business meeting of the Elders. If the Chair of the Elders is not present at the meeting, then the meeting shall be moderated by an Elder that the Elders, by affirmative vote prior to or at the time of the meeting, select to moderate the meeting.

6.7.2.6 Voting at Business Meetings. All voting at a business meeting shall be by Super-Majority Vote, unless otherwise provided in this Article 6. A Super-Majority Vote shall require an affirmative vote of sixty-six (66) percent or more of the Elders present at a meeting of the Elders. No proxy or absentee voting is permitted at *an Elder business meeting*.

6.7.2.7 Consents in Lieu of Business Meetings. Any action that may be taken at a business meeting may be taken, without a meeting, if a consent, in writing and setting forth the action taken, is signed by all of the Elders.

6.3. ***Chair of Elders.***

6.8.1 Appointment. At the first business meeting of the Elders after each Annual Business Meeting of the Members, the Elders, by affirmative vote, shall select a Chair. In addition, if at any time the office of Chair becomes or is vacant, then, at the next business meeting of the Elders following the existence of such vacancy, the Elders, by affirmative vote, shall select a Chair.

6.8.2 Term. A person shall serve as the Chair of the Elders for a term that extends from the selection of the person as Chair through and until the end of the next Annual Business Meeting of the Members; *provided, however*, that the term shall sooner end if any one of the following occurs: (a) the person resigns or is removed from the office of Elder effective as of a date before the next Annual Business Meeting of the Members, in which such case the term shall end on the effective date of the resignation or removal; (b) the person resigns from the position of Chair effective as of a date before the next Annual Business Meeting of the Members, in which such case the term shall end on the effective date of the resignation; or (c) the Elders, by affirmative vote following procedures that they may adopt, remove such person from the position of Chair before the next Annual Business Meeting of the Members, in which such case the term shall end at the time of such affirmative vote.

6.4. Terms of Elders.

6.9.1 Senior Pastor. A Senior Pastor shall become an Elder upon the commencement of the pastoral relationship between the Church and the Senior Pastor. A Senior Pastor shall cease to be an Elder upon the effective date of the dissolution of the pastoral relationship between the Church and the Senior Pastor.

6.9.2 Other Elders. A person other than a Senior Pastor shall serve as an Elder for a commencing at end of the business meeting of the Members at which the appointment of the person as an Elder is affirmed by the Members, unless such person resigns or is removed from office effective at an earlier date, in which such case, the term shall end upon the effective date of the resignation or removal from office.

6.5. ***Removal of Elders.***

6.10.1 Senior Pastor. A Senior Pastor shall be removed from the office of Elder upon the effective date of the dissolution of the pastoral relationship between the Senior Pastor and the Church. A Senior Pastor may be removed from the office of Elder only upon the dissolution of the pastoral relationship between the Senior Pastor and the Church.

6.10.2 Other Elders.

6.10.2.1 Temporary Removal. The Elders, by affirmative vote following procedures that they may adopt, may remove temporarily a person other than a

Senior Pastor from the office of Elder. The temporary removal of the person from the office of Elder shall be effective at the time of the affirmative vote of the Elders. In such event, the person shall cease to serve as an Elder until such time as a Special Business Meeting of the Members is held and a vote of the Members is taken with respect to whether or not to affirm the removal.

6.10.2.2 Permanent Removal. In the event the Elders, by affirmative vote, remove temporarily a person other than a Senior Pastor from the office of Elder, then the Elders shall call a Special Business Meeting of the Members at the earliest practical date. The purpose of such Special Business Meeting shall be for the Members to vote on whether to affirm the removal of the person from the office of Elder. In the event the Members, by affirmative vote, affirm the removal of the person from the office of Elder, then the person shall be removed from the office of Elder. In such case, the removal of the person from the office of Elder shall be effective at the time of affirmation of the removal by the Members, and the person thereafter shall not be or serve as an Elder. In the event the Members, by affirmative vote, fail to affirm the removal of the person from the office of Elder, then the temporary removal of the person from the office of Elder shall be overturned, and the person shall be returned to the office of Elder and shall continue to serve as an Elder.

No Compensation of Elders. No Elder shall be compensated for serving as an Elder.

7. – DEACONS

Existence of Deacons. The Church at all times shall have Deacons, and the responsibilities and privileges of the Deacons shall be as set forth in this Article 7. Each Deacon shall be an officer of the Church, as such position is defined in the Act.

Responsibilities of Deacons. Deacons shall be responsible for serving the Members, subject to the direction and control of the Elders. Specifically, Deacons shall be responsible for caring for the physical, and emotional needs of Members and the Church, unless by Elders, by affirmative vote of the Elders, request that a Deacon, with the consent of the Deacon, minister to a member’s spiritual need. Should that be the case, the Deacon is to report to the Elders, the status of the ministry effort under the terms established by the Elders.

Eligibility Criteria for Deacons. To be eligible to be a Deacon, a person must be a Member of the Church and must meet the standards for being a deacon set forth in the New Testament, including the standards set forth in Acts 6:1-7 and I Timothy 3:8-12. A Deacon or an Assistant Deacon may not be an Elder or a member of the Church Staff.

Deacon Positions. The Church shall have the Deacon positions set forth below, and such other Deacon positions as the Elders, by affirmative vote, from time-to-time may designate. Deacons whose specific responsibilities and privileges are not prescribed by these By-Laws shall have the responsibilities and privileges that the Elders, by affirmative vote, from time-to-time may prescribe. No person may hold more than one Deacon position at a single time.

7.4.1 Deacon/Treasurer. The Deacon/Treasurer shall be the principal person responsible for receiving and accounting for the financial income of the Church. The Deacon/Treasurer shall: (a) account for the income of the Church and the deposit of such income of the funds of the Church; (b) assure that the weekly offering and any other offering be counted by and safely secured by at least two individuals; (c) have charge of and be responsible for the maintenance of adequate books reflecting the income of the Church and have care and custody of all funds and securities of the Church; (d) be responsible for issuing appropriate tax documentation to donors relating donations made to the Church;

7.4.2 Deacon of Church Records. The Deacon of Church Records shall be the principal person responsible for the maintenance of the records of the Church. The Deacon of Church Records shall: (a) maintain the records of the Church; (b) record minutes of the meetings of the Members; and (c) file with governmental entities such reports as from time-to-time may be required by law.

Appointment of Deacons. If a person meets the eligibility criteria for becoming a Deacon, then the person shall become a Deacon if: (a) pursuant to procedures that the Elders may adopt, one or more of the Elders nominates such person to be a Deacon; and (b) the Elders, by affirmative vote following procedures that they may adopt, appoint such person to be a Deacon. The person shall become a Deacon effective on such date as the Elders, by affirmative vote, may designate. Each person selected to be a Deacon shall be voted upon by the Elders individually.

Terms of Deacon Offices. A person shall serve as a Deacon on such date as may be designated by the Elders and may continue to serve unless such person resigns or is removed from office, in which such case the appoint shall end upon the effective date of the resignation or removal from office.

Removal of Deacons. The Elders, by affirmative vote following procedures that they may adopt, may remove a person from the office of Deacon. The removal of the person from the office of Deacon shall be effective at the time of the affirmative vote of the Elders, or on such other date as the Elders, by affirmative vote, may designate, and the person thereafter shall not be or serve as a Deacon.

No Compensation of Deacons. With the possible exception of the Deacon/Treasurer, no Deacon shall be compensated for serving as a Deacon.

8. – CHURCH STAFF

Senior Pastor. The Church may employ a Senior Pastor as the Members, by affirmative vote, from time-to-time may determine to be appropriate. The Senior Pastor must meet the eligibility requirements for becoming a Member. The Senior Pastor, along with the Elders, shall be responsible for overseeing the ministries and resources of the Church. The Senior Pastor shall guide the activities of the Church and its Members, and shall oversee the other members of the Church Staff. The pastoral relationship between the Church and the Senior Pastor shall commence upon the effective date of the hiring of the Senior Pastor. The pastoral relationship between the Church and the Senior Pastor shall terminate immediately upon either of the following: (a) the effective date of a resignation received by the Church from the Senior Pastor, without any additional vote or action being necessary or required; or (b) the effective date of an action by the Church to dissolve the pastoral relationship.

Associate Pastors. The Church may employ one or more Associate Pastors as the Elders, by affirmative vote, from time-to-time may determine to be appropriate. An Associate Pastor must meet the eligibility requirements for becoming a Member. An Associate Pastor shall assist the Senior Pastor in guiding the activities of the Church and its Members. An Associate Pastor shall assume such specific responsibilities as the Elders, by affirmative vote, from time-to-time may assign to such person. The pastoral relationship between the Church and an Associate Pastor shall commence upon the effective date of the hiring of the Associate Pastor. The pastoral relationship between the Church and an Associate Pastor shall terminate immediately upon either of the following: (a) the effective date of a resignation received by the Church from the Associate Pastor, without any additional vote or action being necessary or required; or (b) the effective date of an action by the Elders to dissolve the pastoral relationship.

Other Staff. The Church may employ such additional staff as the Elders, by affirmative vote, from time-to-time may determine to be appropriate. A member of the staff shall assume such specific responsibilities as the Elders, by affirmative vote, from time-to-time may assign to such person. The relationship between the Church and a member of the staff shall commence upon the effective date of the hiring of such person. The relationship between the Church and a member of the Staff shall terminate immediately upon either of the following: (a) the effective date of a resignation received by the

Church from such person, without any additional vote or action being necessary or required; or (b) the effective date of an action by the Elders to dissolve the relationship.

8.4 ***Ministerial Credentialing.*** New Life Church shall exercise the right to credential, that is, license, ordain, and grant ministerial and pastoral authority. The purpose of a ministerial credential is to acknowledge and verify God's call upon a person's life for ministry and to provide legal status in the exercise of that person's ministry.

ARTICLE NINE-FACILITIES

9.1 ***Use of Facilities***. The facilities of New Life Church will not be made available for use to any individual or organization whose activities are in conflict with the mission and doctrine of this church. Therefore, use of church facilities will be strictly limited to church groups, and Elder approved invited guests of the congregation of New Life Church whose activities are considered to be part of the mission and ministry of New Life Church of Central Michigan.

9.1.1 As it relates, specifically, to the use of church facilities for the performance of weddings, New Life Church of Central Michigan shall maintain the following policy:

We believe that Christian marriage is a sacred institution ordained of God for the happiness of mankind and to reproduce children in God's likeness. Marriage is the spiritual and physical union of one man and one woman; this is the only legitimate sexual relationship and according to the Scriptural ideal, is to be broken only by death. Accordingly, our church and staff shall not perform or participate in any same-sex marriage or unions or ceremonies of any kind, and the facilities of New Life Church of Central Michigan shall not be used for such purposes.

ARTICLE TEN–BOOKS AND RECORDS

10.1 ***Books and Records***. The Church shall keep correct and complete books and records of accounts, and shall conduct an **independent** annual audit of such books and records. The Church also shall keep minutes of the proceedings of its Members, and shall keep, at the Church's principal office, a record giving the names and addresses of the Members of the Church. Upon a written request made by a Member to inspect the books and records of the Church for a proper purpose, the Member shall have the right to inspect books and records of the Church at any reasonable time. The requesting Member shall not, however, inspect personal giving records of any Member other than their own personal Records.

ARTICLE ELEVEN– FISCAL YEAR

11.1 ***Fiscal Year.*** The Fiscal Year of the Church shall be *January 1 – December 31*.

ARTICLE TWELVE– DISSOLUTION

12.1 ***Right To Dissolve.*** The Members of the Church, by the required affirmative vote, may dissolve the Church.

12.2 ***Disposition of Property upon Dissolution.***

12.2.1 Disposition to the Converge MidAmerica. If the Church dissolves or ceases to function as a Church, then, after the satisfaction of all obligations, debts, and liabilities of the Church, all of the assets of the Church, including its personal and real property, appurtenances, and effects, shall inure to the benefit of, and become the property of, the Converge MidAmerica if the Converge MidAmerica, at that time, exists and is willing and able to accept the assets of the Church under the conditions of § 501(c)(3) of the Code.

12.2.2 Disposition to the Converge Worldwide. If the Church dissolves or ceases to function as a Church, and if the Converge MidAmerica has dissolved or is unwilling or unable to accept the assets of the Church under the conditions of § 501(c)(3) of the Code, then, after the satisfaction of all obligations, debts, and liabilities of the Church, all of the assets of the Church, including its personal and real property, appurtenances, and effects, shall inure to the benefit of, and become the property of, the Converge Worldwide, if the Converge Worldwide, at that time, exists and is willing and able to accept the assets of the Church under the conditions of § 501(c)(3) of the Code.

12.2.3 Disposition to the Converge Worldwide. If the Church dissolves or ceases to function as a Church, and if the Converge MidAmerica has dissolved or is unwilling or unable to accept the assets of the Church after the satisfaction of all obligations, debts, and liabilities of the Church, all of the assets of the Church, including its personal and real property, appurtenances, and effects, shall inure to the benefit of, and become the property of, the Converge Worldwide, if the Converge Worldwide, at that time, exists and is willing and able to accept the assets of the Church.

ARTICLE THIRTEEN – DISPUTE RESOLUTION

13.1 ***Dispute Resolution Principles.***

The Church is committed to resolving in a biblical manner all disputes that may arise within its body. This commitment is based upon God's command that Christians should strive earnestly to live at peace with one another (see Mathew 5:9, John 17:20-23; Romans 12:18; Ephesians 4:1-3) and that when disputes arise, Christians should resolve them according to the principles set forth in the Bible (see Proverbs 19:11; Matthew 5:23-25, 18:15-20; I Corinthians 6:1-8; Galatians 6:1). The Church believes that these commands and principles are obligatory on all Christians, and absolutely essential for the wellbeing and work of the Church. Therefore, any and all disputes in this Church shall

be resolved according to biblical principles, and shall follow the processes set forth in this Article.

13.2 ***Disputes among Members.***

If a Member of the Church has a conflict with or is concerned about the behavior of another Member of the Church, then the matter shall be addressed as follows:

13.2.1 Examination. The concerned Member shall prayerfully examine himself or herself, and shall take responsibility for his or her contribution to a problem (Matthew 7:3-5), and he or she prayerfully shall seek to discern whether the concern is so serious that it cannot be overlooked (Proverbs 19:11, 12:16, 15:18, 17:14, 20:3; Ephesians 4:2; Colossians 3:13; I Peter 4:8).

13.2.2 Confrontation. If the concern is too serious to overlook, the concerned Member shall go, repeatedly if necessary, and talk to the Member whose behavior is at issue in an effort to resolve the matter personally and privately, having first confessed his or her own wrongdoing (Matthew 18:15).

3.***Intervention.*** If the Member whose behavior is at issue will not listen and if the problem is too serious to overlook, the concerned Member shall return with one or two other people who will attempt to help the parties resolve their differences (Matthew 18:16); these other people may be Members or Elders of the Church, other respected Christians in the community, or trained mediators or arbitrators (conciliators) from a Christian conciliation ministry. At the request of either party to the dispute, the Church shall make every effort to assist the parties in resolving their difference.

4.***Disputes Involving Members of the Church.*** If a dispute arises between Members of the Church and if such dispute cannot be resolved through the internal process set forth in this Article, then the dispute shall be resolved as follows: The dispute shall be submitted to mediation conducted by the Board of Overseers of the Converge MidAmerica. If the matter cannot be resolved through such mediation, then the Board of Overseers of the Converge MidAmerica, through such procedures that it may adopt, shall make a determination as to the following: (a) The nature of the dispute; and (b) which Members are abiding by these By-Laws. The decision of the Board of Overseers of the Converge MidAmerica with respect to such matters shall be final and non-appealable. The assets of the Church then shall be controlled by those Members who are found by the Board of Overseers of the Converge MidAmerica to be abiding by these By-Laws.

5. ***Disputes between Members and the Church.*** If a dispute arises between one or more Members of the Church and the Church itself, and if the dispute cannot be resolved through the internal process set forth in Article x.2, then the dispute shall be resolved as

follows: The dispute shall be submitted to mediation and, if necessary, legally binding arbitration in accordance with the then-current Rules of Procedures of the Institute for Christian Conciliation, and judgment upon an arbitration award may be entered in any court otherwise having jurisdiction**.** In a mediation, the parties shall bear costs and expenses, including attorneys' fees, as agreed to during the mediation. In an arbitration, the non-prevailing party or parties shall pay the costs and expenses of the prevailing party or parties, including reasonable attorneys' fees. All mediators and arbitrators shall be in agreement with the Affirmation of Faith of the Church and the Church's basic form of government, unless this requirement is modified or waived by all parties to the dispute; *provided, however*, that if a dispute involves an attempted revision of the Affirmation of Faith or the Church's form of government, the mediators and arbitrators shall be in agreement with those documents, as they existed prior to the attempted revision. If a dispute submitted to arbitration pursuant to these Bylaws involves a decision reached by the Board of Elders of this church, the arbitrators shall uphold and shall be bound by the decisions of the Board of Elders on matters of doctrine and church discipline. This section covers any and all disputes or claims arising from or related to church membership, doctrine, policy, practice, counseling, discipline, decisions, actions, or failures to act, including claims based on civil statute or for personal injury, except as otherwise may be provided by law. By joining the Church, or remaining a Member of the Church after the adoption of this section in the Church's By-Laws, a Member agrees that these methods shall provide the sole remedy for any dispute arising against the Church and its agents, and he or she waives any right to file any legal action against the Church in a civil court or agency, except to enforce an arbitration decision. If a dispute or claim involves an alleged injury or damage to which the Church's insurance applies, and if the Church's insurer refuses to submit to mediation or arbitration as described in this section, either the Church or the Member alleging the injury or damage may declare that this section is no longer binding with regard to that part of the dispute or claim to which the Church's insurance applies.

ARTICLE FOURTEEN – AMENDMENTS

14.1 ***Right To Amend***. The Members of the Church, super-majority vote, may amend these By Laws.

14.1.1 Process for Amendment. The Members may amend these By-Laws only as follows: (a) the Elders, by affirmative vote, shall approve a proposed amendment; (b) the Elders shall submit the proposed amendment to the Members at a duly-called Annual Business Meeting or Special Business Meeting; and (c) the Members, by super-majority vote must approve the proposed amendment at a subsequent duly-called Annual Business Meeting or Special Business Meeting that takes place no earlier than thirty (30) calendar days after the date of the business meeting at which the proposed amendment was submitted to The Members.